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AGREEMENT BETWEEN
THE SUPERINTENDENT OF THE
GERMANTOWN CENTRAL SCHOOL
DISTRICT
AND THE
GERMANTOWN TEACHERS' ASSOCIATION

7/1 6/30
2003-2006

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JAN 11 2010

ADMINISTRATION

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PREAMBLE

The District and the Association recognize that they have a mutual goal –that of encouraging an effective and harmonious working relationship.

The parties to this Agreement have negotiated fully pursuant to the provisions of the Taylor Law with respect to terms and conditions of employment of employees, and it is the mutual intent of both parties to confirm these terms and conditions of employment through this Agreement.

ARTICLE I – RECOGNITION

The Germantown Central School District (District) recognizes the Germantown Teachers' Association (Association) as the exclusive representative for collective negotiations with respect to salaries, wages, and other terms and conditions of employment of employees serving in the following positions: full and/or part time classroom teacher, special subject teacher, school nurse teacher, librarian, special education and consultant teachers and school psychologist, other than employees serving in positions designated managerial and confidential.

The period of unchallenged recognition shall be the maximum period prescribed by the New York State Civil Service Law, Article 14.

ARTICLE II – NEGOTIATIONS PROCEDURES

1. Teachers shall have the right to join or refrain from joining the Association, and may participate freely or choose not to participate in Association activities without fear of penalty or reprisal from the Association or District.
2. Negotiations for a successor agreement will commence upon the written request of either party not sooner than November 1st nor later than December 31st in the calendar year preceding the expiration of the current agreement.

3. The parties agree to negotiate in good faith effort to reach agreement regarding the establishment or modification of policies regarding salaries and other terms and conditions of employment. The resulting Agreement will apply equally to all members of the bargaining unit without regard to membership in the Association.
4. The Superintendent agrees to furnish to the Negotiating Committee in accordance with their reasonable requests all available information concerning financial resources of the District, tentative budgetary requirements and allocations, and such other information as will assist the Negotiating Committee in developing intelligent, accurate and constructive programs on behalf of the teachers and their students.

ARTICLE III – PAYROLL DEDUCTIONS AND REDUCTIONS

1. Dues Deductions – The District agrees to deduct from the salaries of unit members dues for the Germantown Teachers' Association as the employees individually and voluntarily authorize. Authorization will be on a form provided by District (Appendix B).

The Association shall certify, in writing, the annual amount of dues per person prior to October 1st in each year.

The total annual amount of dues certified will be divided by the remaining number of pay days and deducted in as near equal amounts as possible. Dues so deducted shall be transmitted promptly to the Treasurer of the Association.

2. Tax Sheltered Annuities – A plan is available and covered employees desiring a salary deduction for the plan in force shall have the reduction made through procedures set up by the Clerk of the Board of Education and the insurance carrier representative. Any unit member desiring to enter the plan, or change the amount of salary reduction, may arrange for such during the months of October, January, April or July.

3. Health and Dental Insurance – Deductions for the employees contribution to the premium cost of the health insurance plan, if any, shall be divided as equally as possible and deducted from each paycheck. Membership or changes in membership in this program will be accepted in January and July; within thirty (30) days of initial employment with the District, or, upon a change in family status.
4. Payroll Savings – The District will deduct amounts as individually authorized and will transmit such deductions to the Columbia Greene Federal Credit Union for deposit to the employee's credit.
 - a. Authorization Forms will be provided by the District (Appendix C).
 - b. Employees may make or change deduction authorizations at any time during the year.
 - c. Employees may withdraw at any time throughout the year, providing they notify the business office, in writing, at least two (2) weeks prior to the payroll date upon which the deduction is to cease.
 - d. The employee must provide the deposit slips correctly and fully completed.
5. US Savings Bonds – The District will deduct as individually authorized and will transmit such deductions to the T A account, until such individual total can be divided by the cost of the smallest denomination bond. Remaining funds will be the start of the individual's accumulation towards another bond purchase.
 - a. Employees may make or change authorizations twice per year, as follows:
 - i. On or before the first day of school in September, to be effective from the first pay date; and
 - ii. On or before January 15th, to be effective with the first pay date in February.
5. The District shall provide for payroll deduction for NYSUT Member Benefits deductions and Vote/Cope contributions as the employees individually and voluntarily authorize.

ARTICLE IV – LEAVES OF ABSENCE

1. Sick Leave

- A. All teachers shall be allowed fifteen (15) days of sick leave because of a personal illness in any given year without loss of pay. Any sick leave not used during a given year will accumulate. Each teacher may redeem up to seven (7) days of prior accumulated sick leave in September of each school year at \$50 per day. All unredeemed sick leave days accumulate and may be cashed in upon retirement for \$60 per day.
- i. Sick days shall be capped at 225. Current employees with more than 225 accumulated sick days as of June 30, 1996 shall be paid at the contract dollar amount for that amount of days upon retirement. Employees who have accumulated between 210 and 224 sick days as of June 30, 1996 shall be paid based on the accumulated amount as of June 30, 1997 upon retirement.
- b. Teachers whose effective date of appointment come on or before the first day of the second semester will be entitled to fifteen (15) days of sick leave for the year of appointment. Teachers, whose effective date of appointment comes after the first day of the second semester, shall be entitled to a pro-rated portion of the annual sick leave benefit. Said proration shall be made on a monthly basis. An individual employed for half or more of the workdays in a month shall be given credit for the month. If employed for less than half of the workdays in a month, the individual shall be given no credit for that month.
- c. In September of each year, written notice will be given to each teacher indicating the number of sick days accumulated as of June 30th of the previous school year.
 - 1. Part time teachers hired after July 1, 1996 shall receive sick leave pro-rated based on the percentage of their work day.

- d. Sick Leave Pool – A sick leave pool is hereby established as a means of providing a participating employee protection against loss of income in the event of extended disability, under the circumstances and subject to the limitations set forth. An updated list of the number of days in the bank and of all participating bargaining unit members shall be furnished by October 15th of each year.

Teachers electing to participate in the sick leave pool shall submit to the District a waiver of two (2) days of their current sick leave prior to September 30th 1992. Thereafter, teachers not having elected to participate may do so in the September of each subsequent school year. Teachers who commence work after September 30th 1992 may elect to participate within 30 calendar days of their first day of work. The contribution of two days' sick leave to the pool will be considered the utilization of sick leave for purposes of the Board's cash in of sick leave policy.

In the event the pool balance is reduced to 50 or fewer days, teachers who desire to continue their participation in the sick leave pool shall, in accordance with the procedures established by the Sick Leave Pool Committee, waive one (1) additional day of current sick leave.

The Sick Leave Pool shall be administered by a Committee consisting of six persons, three designated by the District and three designated by the Association. The Committee shall develop rules, procedures and necessary forms for administration of the pool.

Withdrawals from the sick leave pool shall be limited to teachers who have extended illnesses or injuries and who have first exhausted their accumulated sick leave time. For purposes of this section, "extended" shall mean an illness or injury which results in an employee absence of ten school days or longer. Applications for withdrawals shall consist of the withdrawal application form and a physician's statement, to be submitted to the Committee for review. The Committee may require additional documentation, including a second medical opinion, prior to providing, or continuing to provide, days from the pool.

Withdrawals per participating teacher from the sick leave pool shall be limited to ninety (90) days, subject to a renewal application for any additional period of time. Approval of any additional withdrawal is discretionary with the Committee.

Teachers absent on sick leave made available pursuant to the pool shall not continue to earn or accumulate sick leave pursuant to Section 4(1)(a) during the period of such absence.

In the event the Committee is unable to reach agreement upon whether to approve a particular application for withdrawal of days from the pool, the members of the Committee shall mutually designate an arbitrator to make the determination, which shall be final and binding upon the Committee and the applicant. If one cannot be agreed upon, it shall be submitted to the American Arbitration Association.

The actions of the Committee in approving or denying an application for withdrawal of days from the sick leave pool shall be in its sole and exclusive discretion and shall not be subject to review by grievance or other proceedings.

Bargaining unit members may donate up to five (5) sick days to the pool upon retirement. Notice shall be given to the chair of the pool and Superintendent as to the number of days donated.

- e. If a teacher is absent by reason of sick leave for three or more consecutive school days, the Superintendent shall have the right to require a doctor's certificate for the teacher.
- f. Family Illness – It is the responsibility of each teacher to make arrangements for the care of members of his/her immediate family who become ill and require care. Recognizing, however, that there may be situations when it may not be possible to effect such arrangements, a teacher shall be permitted to charge absence from work in the event of illness in the employee's immediate family against accrued sick leave credits up to a maximum of four days in

- g. any one school year. As used in this section, "immediate family" shall be defined as the spouse, children, parents, or any dependent who resides with the employee.

The provisions of this section shall not diminish the benefits provided pursuant to the Family Medical Leave Act ("FMLA") and the FMLA shall not diminish the benefits set forth in this section.

- h. **Serious Illness in Family** – An employee may, upon application and in the sole discretion of the Board, utilize sick leave for absence from work due to a serious illness within the family.
2. **Court Appearance** – A unit member will be permitted time off without loss of pay when required to appear in court as a result of school activities performed within the scope and confines of employment. The employee must give the District Principal a copy of the subpoena or a written request from the lawyer and/or union representative of record.
 3. **Jury Duty** – Teachers shall not be required to reimburse the District for any travel allowance received. However, other moneys received for days that school would normally be in session shall be turned over to the school board. Teachers shall give the Chief School Officer immediate notification that he/she has been summoned to jury duty.
 4. **Professional Conference Days** – Leave shall be granted for professional conference days, with expenses paid up to \$250 for each pre-approved conference. The maximum number of conference days per teacher will be two per year. Exceptions must be pre-approved by the Superintendent. Priorities will be given to teachers who did not attend a conference in the previous academic year. The total number of conference days approved per year will be determined by the availability of funds. If a conference is requested by the District, the District will pay 100 percent of the cost. Such days are to be rotated among the professional staff. At the discretion of the District, leave may be granted to other teachers to attend professional conferences without loss of pay, provided they pay their own conference expenses.
 5. **Visitation Day** – Days for professional improvement shall be allowed at the rate of one day per teacher per year, without loss of pay, if such a visiting day is requested by the teacher, except if a general visiting day is scheduled

6. for all teachers on a day when school is dismissed for that purpose. The date must be approved by the appropriate supervisor.
7. Parental Leave – A teacher will be granted leave, upon request, for the purpose of child rearing of a natural or adopted child. The period of leave will not extend beyond two (2) years and will commence at the end of the period of pregnancy-related disability or the date of adoption. A request for parental leave must be submitted, except in the case of emergency, 60 days prior to the commencement of such leave. The teacher shall return to work at the commencement of the first or second semester only, unless the District agrees to any request, submitted upon 90 days' notice for an alternative return date.
8. Miscellaneous Leave With Pay – The District recognizes that certain activities must be engaged in during normal working time. Therefore, the following leave time will be provided if a request is made to the Superintendent at least two (2) days in advance of the required leave date (the time limit may be waived in emergency situations).
9. Personal – Up to four (4) days will be available for Personal Leave. Personal days will not be utilized on the last day of school before a recess or the first day of school after a recess unless the teacher verifies in writing that the personal day cannot be taken at any other time. Forms will be available at school offices. Teachers will be compensated at the uncertified per diem substitute rate per unused personal day, payable one time only, in September of the year following the relevant school year.
 - a. Part time teachers hired after July 1, 1996 shall receive personal days pro-rated based on the percentage of their work day.
 - b. Teachers whose effective date of appointment comes on or before the first day of the second semester will be entitled to four (4) days of personal leave for the year of appointment. Teachers whose effective date of appointment comes after the first day of the second semester, shall be entitled to a pro rated portion of the annual personal leave benefit. Said pro-ration shall be made on a monthly basis. An individual employed for half or more of the workdays in a month shall be given credit for the month. If employed for less than half the workdays in a month, the individual shall be given no credit for that month.

- B. Bereavement – Up to five (5) days for each death in the immediate family: spouse, children, siblings, parents, grandparents, parents-in-law, siblings-in-law and grandparents-in-law. If the bereavement leave includes a weekend, the teacher will attempt to complete arrangements during that time. If this is not possible, the remainder of the leave may be taken with notification given in the normal manner.
- C. Religious Observance – Upon application to the Superintendent, leave may be granted with pay for religious observance in accordance with established past practice in the District.

6. Miscellaneous Leave Without Pay

- i. Service Programs – A leave without pay or benefits of up to two (2) years will be granted to any covered employee who joins or becomes a full time participant in the Peace Corps, Vista, or the National Teacher Corps, and of up to one (1) year full time service as an exchange teacher.
- ii. Military Leave – Will be granted as provided by military law.
- iii. Personal Reason – A leave of up to one (1) year without pay or benefits may be granted for personal reasons other than those specified in Article IV.
- iv. All leave granted under Section 8 shall be subject to the conditions set forth in Section 9. below.

7. Additional Conditions Related To Leaves Without Pay

- i. Upon return to duty, unused accumulated sick leave at the time the leave commenced will be reinstated.
- ii. An employee returning from leave will be placed at the same level of the salary schedule he was on when the leave commenced, except that an employee having served at least five (5) months in the school year in which the leave commenced shall be given credit for one (1) year of service for that year.

- iii. An employee returning from leave will be assigned to the same position held at the time the leave commenced, if such position is available. If the position is not available, the employee will be assigned to a similar position within the same tenure area at the time the leave commenced.
- iv. An employee on leave shall notify the Superintendent in writing by registered or certified mail of his/her intention to return to service no less than four (4) months prior to the expiration date of such leave. If notice is not forthcoming, the Superintendent will send a letter of inquiry by registered or certified mail to the employee at the address provided by the employee. The failure on the part of the employee to give notice within fourteen (14) days of the mailing of the letter of inquiry by the Superintendent shall constitute a resignation from District service.
- v. Leaves of Absence without pay may be, in extenuating circumstances, extended in the discretion of the Superintendent. Applications for extension must be in writing and submitted no later than four (4) months prior to the expiration date of the current leave.

ARTICLE V – TEACHING CONDITIONS

1. School Calendar – The Association President shall have the opportunity to discuss the academic calendar with the Superintendent prior to its adoption and promulgation. The teachers' work year shall consist of no more than 180 duty (student contact) days and 3 Superintendent's Conference Days.
2. Work Day – The teachers' work day shall not exceed seven and one half (7 ½) hours per day. However, if a previous appointment has been made and/or a reasonable request made on the same day, teachers shall remain as long as is necessary to perform professional duties such as meeting with parents and assisting and counseling students. It is understood that under extreme emergency conditions, teachers will continue supervision until late buses arrive.

3. Secondary Teaching Load – The secondary teaching load shall be five instructional periods per day, one (1) study hall, and one (1) preparation period. However, in cases where a student program would suffer by deletion of classes from a schedule, teacher cooperation may be enlisted to cover an additional class, while every effort is made to provide adequate staff.
 - A. For an eight period day the secondary teaching load shall be five (5) instructional periods per day, one (1) study hall, one (1) preparation period and one (1) lunch period.
 - B. For a nine period day, the secondary teaching load shall be five (5) instructional periods per day, one and one half (1.5) study hall/supervisory assignments, one and one half (1.5) preparation periods and one (1) lunch or six (6) instructional periods, one half (.5) study hall/supervisory assignment, and one and one half (1.5) preparation period and one (1) lunch.

For school years 1996-97 and 1997-98: If because of scheduling there is more than one preparation period scheduled, the administrator may assign that teacher up to one semester of a supervisory duty or lunch duty, hall duty, or gym duty. Beginning with the 1998 school year the administrator may assign a supervisory duty (as listed above) for the entire school year.

4. Elementary Teaching Load – Elementary teachers shall not be required to teach more than two and one half (2 ½) consecutive hours without a ten (10) minute break.

Student contact/instructional time shall be a maximum of 1,625 minutes per week. The last 30 minutes of each day shall be free from regular instructional duties. No classroom teacher shall be required to remain with his/her class during any special subject (such as, but not limited to: art, music, library, physical education, health, keyboarding).

5. Three half days or the equivalent – one full day and one half day – of student attendance shall be scheduled prior to the last school day of the year. To avoid the necessity of having an additional bus run, these days will be scheduled during Regents week or at another time in June when an additional bus run will not be necessary. These days shall be considered full teaching days for the purpose of Article V.

When the number of days provided for in Article V 1, is less than 183 (180 duty and 3 Superintendent Conference Days) there shall be one less $\frac{1}{2}$ day for each day below 183. (i.e. 182 days = 2 half days; 181 days = 1 half day; 180 days = no days).

6. Lunch Period – All teachers shall have a duty free lunch period of at least thirty (30) consecutive minutes each day.
7. Preparation Period – All teachers shall have at least one period equivalent to a class period in the area in which they teach, for preparation time, each school day. Preparation time is interpreted as time devoted to classroom matters.
8. Emergency Days – If not used after April 15, will be added to either the April break or Memorial Day holiday after discussion by the Superintendent and the Association and mutually agreed upon.
9. Orientation for New Teachers – An orientation for teachers new to the District shall be scheduled in the school calendar. The time designated shall be no earlier than one week preceding the starting day for pupils. The Association shall be afforded the opportunity to participate in the program.
10. Change in Assignment – Teachers will be notified by June 1 of tentative assignments for the coming year. It is understood, however, that these assignments are tentative and may be changed as enrollments, staffing, and programs are altered. Teachers shall be notified, in writing, as soon as possible, of changes in their tentative assignments in order to provide adequate planning modifications.
11. After Work Day Meetings – Employees will not be required to attend more than the equivalent of one (1) meeting per week, commencing at 3:00 p.m. No one shall be required to remain at such a meeting for a period exceeding one (1) hour from the starting time of the meeting. The one weekly meeting may be a meeting other than a general faculty meeting. All 1-6 teachers will attend and participate in one back to school night. All K-12 teachers will attend and participate in one report card visiting night.
12. Material Preparation – Employees are responsible for the preparation of materials for classroom use. The District will provide one (1) typewriter in each faculty room and will make available duplicating equipment and/or will provide duplicating service.

13. Classroom Interruptions – Shall occur only in matters of urgency.
14. Class Size – The District is aware that there is an indirect ratio between the size of a class and the educational results. They are also aware that the range of a student's abilities is another definite factor in determining size of a class. The District in its determination of class size, shall take into consideration the recommendations of the New York State Education Department.
15. Early Dismissal – With respect to the current policy regarding early dismissal there will be no change in this policy without prior negotiation with the Germantown Teachers' Association. Teachers will be permitted to leave at 3:00 p.m. on Fridays.
16. Abolition of Positions – The District shall notify teachers excessed under the provisions of Education Law, section 2510, at least sixty (60) days prior to the June ending date.
17. Every effort shall be made to schedule part time employees with consecutive hours and classes.
18. At the elementary level, the District shall endeavor to provide consultant time a minimum of two (2) times per week by grade level.
19. Every effort will be made by the District to distribute elementary students among all elementary teachers, including those elementary students who are designated CSE or Section 504.

Effective July 1, 2004 the District may decide not to distribute elementary students who are designated CSE or Section 504 equally. If so, the following conditions shall be met:

- A. The Association and the elementary teachers affected shall be notified no later than June 1st.
- B. The elementary teachers at the two grade levels (sending and receiving), the special education teacher, and the administrator(s) shall meet and cooperatively develop a class list for the following year. The District has the right to place special education students. If the situation should arise where consensus cannot be reached regarding the placement of a specific student, the administrator shall determine the placement. After the class lists are developed at the

meeting they will only be altered by the addition of new students to the District. Said new students will continue to be placed by the administrator.

- C. Volunteer(s) will be sought for the weighted class(es). The District is not obligated to select such a volunteer but may select another teacher.
- D. No class shall be comprised of more than 40% of its elementary students designated as CSE/Section 504.
- E. No individual shall be involuntarily assigned a third consecutive year to an unequally weighted class.
- F. All classes with weighted CSE/Section 504 elementary students shall have additional assistance for the entire day – a combination of special education teacher and another staff member.
- G. The elementary teacher(s) with a weighted class shall be compensated based on the list below. The payment shall be made for each elementary student (CSE/Section 504) assigned above the average for the grade level.

1st student above the average number - \$300

2nd student above the average number – an additional \$400

3rd student above the average number – an additional \$500

4th student above the average number – an additional \$600

5th student above the average number – an additional \$700

An additional \$1,200 for each student above the 5th.

20. Academic Assistance – It is the philosophy of the Association that during the time after the regular instructional period teachers are available, to offer assistance to those students who are in need of academic assistance to maximize the learning experience of their students.

ARTICLE VI – TEACHER AND ASSOCIATION RIGHTS

1. Legal Counsel – The Board agrees to provide legal counsel to teachers in any action arising out of any disciplinary action taken against any pupil of the school district while in the discharge of duties within the scope of the teacher's employment. The teacher must, however, within ten (10) days of service of a summons, complaint, or other legal paper, deliver the original or copy thereof to the Board.
2. Reimbursement for Loss – The District shall provide for reimbursement of, in its discretion, replacement, for articles of clothing or bodily appurtenances destroyed or damaged as a result of an assault, injury, or accident occurring in the performance of official duties wherein there was no personal negligence. Reimbursement or replacement shall be limited to \$300 per occurrence.
3. Association Release Time – The District will, upon at least three (3) days notice in writing, provide time without loss of pay, for the President of the Association and/or his/her designee, to engage in activities directly related to the Association's duties as representative of certain employees of the District. Such time will be limited to an aggregate of five (5) days annually. The Superintendent may, in his discretion, approve additional leave for the purpose set forth in this section. However, such additional time off will be without pay.
4. Personal Telephone Calls – Incoming phone calls shall be relayed as soon as possible. Phone calls of an emergency nature shall be transmitted immediately upon receipt.
5. Conference Room – A room shall be made available for parent conferences during the regular school day, providing a room is available.
6. Agency Fee – Any teacher who elects not to become a member of the bargaining agent body, shall pay an agency fee to that body in accordance with applicable law.

ARTICLE VII – USE OF FACILITIES

1. In conference with the responsible individual, the Board will establish rules for the use of school facilities for extra-curricular activities. If facilities ordinarily designated to a particular teacher are left in unsatisfactory condition, the teacher will notify the Board through the Administrator.
2. Announcements on the PA System will be made only to the areas involved.
3. Adequate parking facilities shall be made available to teachers.
4. The Germantown Teachers' Association shall have the following rights, subject to reasonable regulations: (a) to use bulletin boards, PA System, and mailboxes; (b) to use building facilities for the purpose of meetings concerned with the exercise of the rights established by this statement.
5. Every employee shall, upon request, be provided with either a filing cabinet with lock or a money closet with lock. The District shall determine which is to be provided.

ARTICLE VIII – VACANCIES AND TRANSFERS

1. Posting of Vacancies – In the event that a new position within the bargaining unit is created, or that vacancies occur in existing bargaining unit positions, during the time period between September 1 and June 30, notice will be posted ten (10) days prior to the final date for the submission of applications.

Should a new position within the unit be created, or a vacancy within the unit occur, during the time period between July 1 and August 31, notice will be posted ten (10) days prior to the final date for the submission of applications.

Teachers who wish to be considered for vacancies that occur within his/her area of certification between July 1 and August 31 shall leave a stamped, self-addressed envelope, prior to the last day of school in June, with the Superintendent or his designee.

In emergency situations, the Association may waive the time limits provided notice is posted immediately upon knowledge of the position vacancy.

The same procedure will apply to extra curricular positions.

The posted notice shall include qualifications required, compensation, the final date for filing applications, and the person to whom the application is to be submitted.

Notices pertaining to positions outside the existing bargaining unit will be posted within ten (10) days prior to the final application date.

2. Transfers

- A. Voluntary – When an opening occurs, the senior most applicant in the tenure area shall be awarded the position, subject to the following limitation. However, when there is a compelling educational reason(s), (the education reason is not subject to arbitration), as determined by the Superintendent, toward the position to an applicant other than the most senior one, the District may do so but only after a meeting is held with the teachers affected, at which time, the compelling educational reason(s) have been explained and given in writing.
- B. Involuntary – When it becomes necessary to transfer a teacher out of a position due to a reduction in the number of positions at a grade level, a volunteer will be sought and given the transfer subject to the limitation set forth herein. When there is no volunteer, the teacher at the grade level with the least seniority in the tenure area shall be transferred subject to the limitation set forth herein.

When there is a compelling educational reason(s), (the educational reason is not subject to arbitration), as determined by the Superintendent, a teacher other than the least senior, or a teacher other than the volunteer, may be transferred but only after a meeting with teachers affected is held and the compelling educational reason(s) have been explained and given in writing.

- C. Every attempt will be made to place teachers who are involuntarily transferred to a position in the same tenure area.
- D. Transfers – Transfers will be made only after a meeting of the principal, or the immediate supervisor, and the teacher. The teacher will be notified of the reason for the proposed transfer.

ARTICLE IX – COMPENSATION

- 1. Salary Schedule – Schedules for the periods July 1, 2003 – June 30, 2006 are attached hereto as Appendix A.
- 2. Credit may be granted for military service at the discretion of the Board.
- 3. Credit for previous teaching service or experience in a related field may be granted at the discretion of the Board.
- 4. Effective July 1, 2003, eighty-two (\$82) dollars shall be paid for each credit hour beyond the Bachelors, with a limit of sixty (60) hours, unless the credits earned are part of a graduate degree. Effective July 1, 2004, credit hours shall be paid at eighty four (\$84) dollars per credit hour, effective July 1, 2005, credit hours shall be paid at eighty six dollars (\$86) per credit hour. Said compensation will be paid provided the teacher has the prior written approval of the Superintendent or the course for which graduate credit payment is sought is provided by an institution accredited by the New York State Education Department and/or the appropriate regional accrediting agency. Adjustments for credit hour payment will be made semi annually as of September 1 and February 1. Applications for adjustments must be submitted prior to October 15 (for September 1 adjustment) and March 15 (for February 1 adjustment).
- 5.
 - A. Masters degree will warrant an additional: July 1, 2003 - \$461.00; July 1, 2004 - \$473.00; July 1, 2005 - \$486.00
 - B. Specialist degree will also warrant an additional: July 1, 2003 - \$461.00; July 1, 2004 - \$473.00; July 1, 2005 - \$486.00

- C. Doctorate degree will warrant: July 1, 2003 - \$564.00; July 1, 2004 - \$578.00; July 1, 2005 - \$594.00
- D. At their 20th year of service in the Germantown Central School District, a longevity of \$500 shall be paid, at year 25 the payment shall be increased by \$1,000; (at year 27 the payment is increased by \$1,500*); at year 30 the payment is increased by \$1,500. Longevities are paid each year and accumulate.

*Effective July 1, 2004

- 6. Master Teacher – Persons designated master teacher by the Board of Education will receive a salary supplement equivalent to \$150 per person designated within the group for which the master teacher is responsible, including the master teacher.

Department Chair/Grade Level Coordinators – Representatives chosen by the Association shall negotiate with the District compensation and new positions.

- 7. Teacher's salaries will be payable every other Thursday, or the last day of school prior to a Thursday falling within a vacation period.
- 8. Teachers will be given the option of being paid on a ten (10) or twelve (12) month basis.
- 9. Sixth Class Assignment – For an eight (8) period day when conditions exist within the academic program to generate the need to enlist teacher cooperation to cover additional class(es), the following procedures will be utilized:
 - A. Instructional assignments that are in need of coverage will be posted.
 - B. Teachers willing to cover those classes shall submit their names in writing to the Superintendent or his designee.
 - C. Assignments will be made as soon thereafter as possible, and the teachers notified immediately thereafter.
 - D. If the number of teachers signing up for the additional classes is insufficient, the Superintendent will notify the President of the Association of the situation. The Association President will have

E.

thirty (30) days to seek additional teachers to cover the additional classes.

Teachers who accept additional instructional period(s) shall be compensated using the following table:

Class Assignment	Study Hall/ Super. Assignment	Lunch Period	Prep Period	% of Increase
5	1	1	1	Normal
6	0	1	1	10% of base increase
6	1	1	0	15% of base increase

For a 9 period day, when conditions exist within the academic program that generate the need to enlist teacher cooperation to cover additional class(es), the following procedure will be utilized:

- A. Instructional assignments that are in need of coverage will be posted.
- B. Teachers willing to cover those classes shall submit their names in writing to the Superintendent or his designee.
- C. Assignments will be made as soon thereafter as possible, and the teachers notified immediately thereafter.
- D. If the number of teachers signing up for the additional classes is insufficient, the Superintendent will notify the President of the Association of the situation. The Association President will have thirty (30) days to seek additional teachers to cover the additional classes.
- E. Teachers who have five classes may be assigned study hall/supervisory duties for three (3) semester long duty assignments over the same school year. Teachers who have 5.5 classes may be assigned study hall/supervisory duty for two (2) semester long duty

- E. assignments over the same school year. Teachers who have six classes may be assigned study hall/supervisory duties for one (1) semester long duty assignment over the same school year.

Teachers who accept additional instruction period(s) shall be compensated using the following table:

Class Assignment	Study Hall/ Super. Assignment	Lunch Period	Prep. Period	% of Increase
5	1.5	1	1.5	Normal
5.5	1	1	1.5	5% of base
6	0.5	1	1.5	10% of base increase
6	1.5	1	0.5	15% of base increase

10. District Improvement Committee – Representatives chosen by the Association and District shall meet to determine criteria for awarding District Improvement Programs. A sum not to exceed one percent (1%) of the total teacher payroll shall be available each year for approved programs. The Committee shall make recommendations to the Board of Education by February 15th. Monies shall be available by July 1, 2001. Such programs shall have as their goal, the improvement of student achievement in the District.
11. National Teacher Certification – Any teacher attaining National Teacher Certification shall receive \$2,000 in addition to regular salary each year that status is held.


12. Career Salary Option:
General Conditions: The intent of this section is to give long term employees a flexible salary option. The intent is to have additional salary available during a personal time of need.
- A. To Qualify:
 - i. Completed 20 years of service in the Germantown CSD.
 - ii. Be at the top step of the salary schedule.
 - B. Payment for unused sick days is available to staff selecting this option. The retirement incentive will not be available to anyone using the career salary option.
 - C. If a participating individual wants to terminate this agreement they must do so in writing to the Superintendent and repay the salary paid within one year from the date of termination. If a person leaves GCS prior to completing the agreement he/she will not repay any compensation received.
 - D. Individuals must notify the District prior to March 15th of the school year prior to the inception of the agreement.

Option:

- 1. The individual will receive a maximum of \$25,000 over three (3) consecutive years. The amounts may vary in each year (\$8,000 to \$10,000 maximum), but the total cannot exceed \$25,000 for any individual. The amounts will be determined at the inception of this option for each individual.

Due to budgetary constraints, those opting to begin the option for the 2000-2001 school year shall have the year one amount subject to District approval. Monies available may be limited due to the number of individuals opting for this program in year one (2000-01).

If there is a problem in meeting the option monies requested, the Association and District, in consultation with those involved in this program, shall mutually agree upon the amount available to those opting for this program in year one. In any event, the three year total remains at \$25,000 and limits for years two and three shall be waived, if necessary, to meet the total monies.

- 
2. Whereas upon the completion of the payments, the individual may continue their employment at the Germantown CSD at Step 1 of the BA salary schedule and remain on Step 1 for the duration of their employment.

E. For those bargaining unit members who wish to begin the career salary option for the 2000-01 school year, notification must be made by September 15, 2000.

ARTICLE X – EXTRA CURRICULAR ACTIVITIES

1. Advisors – Grades 7-12 shall each have two (2) class advisors, a head class advisor and an assistant class advisor, who shall remain advisors to that group of students until that class graduates, subject to annual reappointment. Advisors shall be responsible for attending class meetings and shall plan and chaperone each class event. Advisors shall receive the chaperone stipend in addition to the advisor stipend for time spent chaperoning. The head class advisor shall report three times each school year, on September 30, January 30, and June 15, to the Superintendent on class activities and accomplishments of the position.

Remuneration for advisors shall be as follows:

Position	03-04	04-05	05-06
Grade 11 & 12 Head Advisor	1469	1506	1547

Grade 11 & 12 Asst. Advisor	854	875	899
Grade 9 & 10 Head Advisor	1294	1429	1468
Grade 9 & 10 Asst. Advisor	766	785	807
Grade 7 & 8 Head Advisor	1117	1145	1176
Grade 7 & 8 Asst. Advisor	678	695	714

2. Events Requiring Supervision – Class Advisors shall be responsible for chaperoning class events. Class events shall include, but not limited to, dances, school plays, car washes, candy sales, trips, bake sales, or any other event sponsored by a class. School events shall include, but not be limited to, school plays, concerts, and athletic events. Volunteers will be solicited to chaperone school events. Secondary teachers will supervise secondary events; elementary teachers will supervise elementary events. In the event a class advisor is unable to personally chaperone a school event, the Superintendent shall, before assigning a teacher to cover the event, notify sufficiently in advance the President of the Association of the situation. The President shall then notify the teachers that volunteers are needed. All teachers chaperoning an event will receive the chaperone rate. Vouchers will be submitted by chaperones upon completion of each chaperoned event.

The following extra curricular activities will be remunerated at the rate shown below for the period of this agreement. In instances where more than one teacher shares the responsibility, the fee shall be divided.

Position	03-04	04-05	05-06
Senior Play	864	886	910
Yearbook*	864	1800	1850
School Newspaper*	764	783	805

*One person should not have the advisorship of both the Yearbook and School Newspaper in any given year, due to the heavy load imposed by each assignment.

Bus Supervision	864	886	910
Adult Education**	435	446	458

**Total salary to be \$100 plus 20 percent of total salaries. Each class must have a minimum registration of 12 – a minimum class attendance of 8.

Computer Coordinator	2175	2229	2290
Scholastic Competition	629	645	663
Chaperone Rate (hour)***	33.77	30	30

***Concerts – Chaperone Rate – There will be two (2) chaperones assigned to the four (4) events during the year.

Musical Director	864	886	910
Ass't Director	639	655	675
Accompanist	639	655	675
Honor Society	557	571	587
SOAR	557	571	587
Grant Writer each grant proposal accepted	369	378	388
Curr. Development (2 positions of 4 weeks in summer duration)	2218	2273	2336
Intramural Coordinator	1030	1056	1085
Cheerleading	1069	1096	1126
Student Council	1469	1506	1547

Elem. Post Office	375	384	395
Science Fair Coordinator	375	384	395
Arts In Education (2)	375	384	395
Garden Committee (4)	375	384	395
Art Fair (2)	375	384	395
Tech. Club (1)	356	365	375
SADD	557	571	586
Jr. Honor Society	513	525	540
Dance/Drill Team (2)	356	365	375
Elementary Drama (2)	819	839	862
High School Drama (2)	819	839	862
Soccer (Varsity	2380	2440	2507
Soccer (Jr. Varsity)	1678	1720	1767
Soccer (Jr. High)	988	1013	1041
Basketball (Varsity)	3194	3274	3364
Basketball (Jr. Varsity)	2899	2971	3053
Basketball (Jr. High)	1272	1304	1340
Baseball (Varsity)	2380	2440	2507
Baseball (Jr. Varsity)	1678	1720	1767
Track (Varsity	2380	2440	2507

Volleyball	1862	1909	1961
Field Hockey (Varsity)	2380	2440	2507
Field Hockey (Jr. Varsity)	1678	1720	1767
Field Hockey (Jr. High)	1012	1037	1066
Girls Volleyball	1862	1909	1961
Girls Basketball (Varsity)	3194	3274	3364
Girls Basketball (Jr. Varsity)	2899	2971	3053
Girls Basketball (Jr. High)	1272	1304	1340
Softball (Varsity)	2380	2440	2507
Softball (Jr. Varsity)	1678	1720	1767
Track (Varsity)	2380	2440	2507
Athletic Director	3932	4030	4141

Eligibility Director

Nature's Classroom – The total annual stipend shall be \$1,800. This stipend shall be divided among the individual(s) who volunteer to be advisors to the Nature's Classroom Club and responsible for all activities, including, but not limited to, fund raising related to the Nature's Classroom Club and the trip to Nature's Classroom Program. Prior to the beginning of such activities each year the advisors shall provide the Superintendent with the names of individuals who will be supervising the annual trip.

ARTICLE XI – MISCELLANEOUS PROVISIONS

1. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
2. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
3. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
4. The Board will provide the Association with a reproducible copy of this Agreement as soon as practical. Copies of the Agreement of the latest revision of policy manual will be given to the teachers by the administration.

ARTICLE XII – GRIEVANCE PROCEDURE

SECTION I.

In order to maintain a harmonious and cooperative relationship between employees, administration and members of the Board of Education, it is hereby declared that these procedures should provide a means for an orderly settlement of differences, promptly and fairly, as they arise and they should assure equitable and proper treatment to employees pursuant to established rules and policies of the District.

- A. It is the intent of these procedures to provide the orderly settlement of differences in a fair and equitable manner.

- B. Employees and/or the Association shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- C. All employees shall have the right to be represented at any stage of the procedures. No employee may be represented by any organization except the duly certified bargaining unit.
- D. Each party shall have access to reasonable times to all written statements and records pertaining to such case.
- E. All hearings shall be confidential.
- F. Time limits for any stage may be extended by mutual agreement between the District and the Association.
- G. The Association and the District shall follow these procedures and not bypass any authority on this echelon for any reason.
- H. Board members as individuals shall not hear or give audience to any aggrieved party unless procedures have been followed and the Board member is responding as a member of the Board of Education in an organized meeting, or as a delegate acting for the Board of Education in its final deliberation on the grievance.
- I. The District shall give prior notice to the Association of any grievance hearing held hereunder, permit the Association to attend any such hearing, and present its position and provide the Association with a copy of any written grievance decision at any stage.

- J. A grievance must be presented to the immediate Supervisor in accordance with Stage 1 within twenty (20) school days or thirty (30) calendar days, whichever comes first, of the alleged incident which caused the grievance.

SECTION 2. Definitions

- A. GRIEVANCE shall mean a claim by an individual or group of individuals that a term or provision of the contract has been violated, misinterpreted or inequitably applied.
- B. IMMEDIATE SUPERVISOR shall mean the High School Principal in the High School, or the Elementary Principal in the Elementary School.
- C. CHIEF SCHOOL ADMINISTRATOR shall mean the Superintendent.
- D. GRIEVANT shall mean an individual unit member, group of individual unit members or the Association.

SECTION 3

STAGE 1 – Supervisor

- A. An employee having a grievance should discuss it with his supervisor, either directly or through a representative, with the objective of resolving the matter informally. If the employee submits the grievance through a representative, the employee may be present during the discussion of the grievance.
- B. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. At this point, the aggrieved person shall have the right to confront all witnesses in the presence of the supervisor. Within five (5) days after the written grievance is presented to him, the supervisor shall render a decision thereon, in writing, and present it to the grievant.

STAGE 2 – Chief School Administrator

- A. If the grievant initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, he shall, within five (5) school days, present

- B. written appeal of the decision at Stage 1 with the Chief School Administrator. A copy of the written decision at Stage 1 shall be submitted with the appeal.
- C. Within ten (10) school days after receipt of the appeal, the Chief School Administrator shall hold a hearing with the employee and other persons involved.
- D. The Chief School Administrator shall render a decision in writing to the grievant within the ten (10) school days after the conclusion of the hearing.

STAGE 3 – Board of Education

- A. If the employee is not satisfied with the decision at Stage 2, he will file an appeal, in writing, with the Board of Education within five (5) school days after receiving the decision at Stage 2. All written records of the grievance shall be available for use by the Board of Education.
- B. At the next regular meeting, but not sooner than ten (10) school days, the Board of Education shall hold a hearing on the grievance. Such hearing shall be in executive session of the Board.
- C. With ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

STAGE 4 – Binding Arbitration

- A. If the grievant is dissatisfied with the decision at Stage 3, the Association may, in its sole discretion, submit the grievance to arbitration by written notice to the Board of Education and the American Arbitration Association within fifteen (15) school days after the receipt of the Board's decision at Stage 3.
- B. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- C. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable law.

- D. The decision of the arbitrator shall be final and binding upon all parties.
- E. The costs of the services of the arbitrator will be borne equally by the District and the Grievant.

SECTION 4 – Time Limits

- A. In the event that the time limits referred to in Section 2 above are exceeded without the mutual consent of the parties, the decision rendered will be considered accepted by the grievant or the redress requested will be considered granted if the decision is not forthcoming.
- B. No grievance will be entertained and such grievance will be considered waived, unless written grievance is filed at the first available stage within thirty (30) days after the grievant knows or should have known of the act or condition upon which the grievance is based.

ARTICLE XIII – INSURANCE

- 1. Health – The Board of Education will pay 100 percent of the premium for all individual teachers within the instructional negotiating unit and 90 percent of the extra premium attributable to the dependents of said teachers as defined by the policy.
 - i. Employees hired as part time after July 1, 1996 shall receive health insurance pro-rated based on the percentage of their work day.

Hospital Deductible Rider: \$100/individual/\$300 family. Copies of all claims for this deductible shall be submitted to the District by June 30 of each year of this Agreement. Any claim for part of all of this deductible up to the \$100/\$300 maximum shall be reimbursed to the unit member by July 30th of that year.

2. Dental – The Board of Education will pay 100 percent of the premium for all individual teachers within the negotiating unit, and retirees. The policy is the Blue Shield, basic coverage with Rider A. The Board will pay 50 percent of the premium for family coverage as defined by the policy, for all unit members electing said coverage.
3. Prescription Drug Program – The Board of Education will pay 100 percent of the premium for all teachers for a family prescription drug insurance program. (\$5.00 co-pay program)
4. A flexible benefit plan (125) shall be offered to employees. The administration of the plan shall be mutually agreed upon by the District and the Association. Participation in the plan shall be voluntary.
5. Retirees – The health, dental, and prescription drug coverage enjoyed by a teacher will continue into retirement. Where dual coverage exists, these insurance benefits will be suspended and held in abeyance until such time as the retiree notifies the District in writing that he/she no longer has dual insurance coverage.
6. Surviving Spouse – After the death of the retiree, the spouse may continue to be covered by the above policies at his/her own expense.
7. In the event the Board of Education enters into an agreement with a health maintenance organization (“HMO”) to offer health services to District personnel, individual unit members shall have the option of enrolling in the HMO and discontinuing participation in the plan in effect on June 30, 1994. The District’s contribution toward the cost of such coverage shall not exceed the contribution otherwise made on account of such unit member under Article IIV, Sections 1, 2, and 3 hereinabove.
8. During the term of this Agreement, the Board of Education will continue to pay the percentages of premiums set forth hereinabove for the health, dental and prescription drug coverage set forth hereinabove provided under an agreement with Empire Blue Cross/Blue Shield except that the District shall have the right to select its plan administrator, with the approval of the Association.

9. Health Insurance Buy-Out

- A. Employees or retirees may opt to withdraw from participation in the health insurance plan in September of 1994 or at any time thereafter in each year of this Agreement and shall execute any and all documents necessary to effect such withdrawal. Each employee or retiree shall have the option to withdraw from participation in the plan provided that the Superintendent of Schools determines that such employee or retiree's withdrawal results in a cost savings to the District and upon the employee or retiree filing written notice of proof of other health insurance coverage. In the event of such withdrawal, the Board shall pay to such employee or retiree an amount equal to 50 percent of the District's premium payment for the coverage

being withdrawn from, and said amount to be paid in two equal installments, the first being no later than January 31, if possible, and the second being no later than June 30, such payments to be prorated in the case of an employee leaving the District's employment, commencing personal leave, parental leave, other leave without pay, or having enrolled in the plan during the school year of withdrawal therefrom.

- B. In case of withdrawal by employee or retiree, the Board shall no longer be required to contribute toward the cost of such insurance for the balance of the school year or until the individual re-enrolls in the plan. Should an employee or retiree who has withdrawn need to resume participation in the plan, he/she must remit a prorata share of the sum received for withdrawal to the District. Re-enrollment shall be subject to the rules of the insurance carrier with whom the District has entered into an agreement.
- C. This buy out program will be implemented annually only if there is a cost savings to the District, such determination to be made by the Superintendent by September 30 of each year after taking survey of employee's interest in participation.
- D. The buy out program shall also apply to any employee or retiree who has enrolled in an HMO rather than in the plan.

10. The District agrees to increase the lifetime major medical cap from \$250,000 to \$1,000,000.

to The District's obligation to future retirees is modified per the following:

1. This modification would apply to the benefit entitlement of teachers joining the faculty after June 30, 2005.
2. Retirees who have served for a minimum of five academic years shall upon retirement, be entitled to twenty percent (20%) of the premium being paid by the District on behalf of an active teacher with PPO coverage remaining eighty percent (80%) being forthcoming from the retiree.
3. Retirees who have served for a minimum of ten academic years shall upon retirement, be entitled to forty percent (40%) of the premium being paid by the District on behalf of an active teacher with PPO coverage with the remaining sixty percent (60%) being forthcoming from the retiree.
4. Retirees who have served for a minimum of fifteen academic years shall upon retirement, be entitled to seventy five percent (75%) of the premium being paid by the District on behalf of an active teacher with PPO coverage with the remaining twenty five percent (25%) being forthcoming from the retiree.
5. Retirees who have served for a minimum of twenty academic years shall upon retirement be entitled to full coverage for the amount being paid by the District on behalf of an active teacher with PPO coverage.
6. The District shall continue reimbursing for co-pays up to the maximum of one hundred dollars (\$100) on a per annum basis.

C. Modification of the Health Insurance entitlements of active teachers as follows:

1. The District should continue to provide entitlement to the Indemnity plan as one option provided, however, that subscribers to that service in addition to their contributions toward family coverage shall absorb fifty percent (50%) of any increase in premiums commencing immediately. Teachers receiving Individual coverage shall likewise be obligated to commence contributing fifty percent (50%) of all future increases in the premium relating to their coverage.

2. The District shall provide Individual PPO coverage to teachers opting for same and ninety five percent (95%) of the difference between the Individual and Family premium for PPO coverage where Family coverage is in place.

ARTICLE XIV – RETIREMENT INCENTIVE

Individuals retiring at the end of the school year shall notify the Superintendent of his/her intent to retire prior to April 15. It is expressly understood that should the District adopt any state offered retirement incentives after an individual has submitted his/her letter to the Superintendent, the individual would be eligible to receive the incentive.

1. An employee who upon completion of at least 10 years in the Germantown Central School District, and is eligible to retire, or is within five (5) years of retirement pursuant to the rules and regulations of the New York State Teachers Retirement System, shall receive a \$25,000 lump sum payment plus accumulated sick leave payment, to be paid within 30 days of such retirement.
2. A. Health Insurance shall continue for retired teachers and their dependents at the level of coverage and/or percent of premium in effect at the time of their retirement for those immediately eligible for retirement under the New York State Teacher System Rules and Regulations.

B. Health Insurance will be available through the District Health plan at retiree's own expense for those retiring from the District but not yet eligible to receive benefits under the New York State Teachers Retirement System Rules and Regulations.

C. Health Insurance for those employees who take another job must have that employer provide primary health coverage, if available, until such time as recognized eligible for benefits under the New York State Teachers Retirement System Rules and Regulations. At the time, those who retired from the District under this incentive shall receive health insurance benefits per 2.A. above.

ARTICLE XV – TEACHER EVALUATION

1. The purpose of teacher observation and written evaluation will be for these reasons:
 - A.to improve the instructional program
 - B.to assist the classroom teacher in improving his/her teaching and
 - C.to assist the District in properly evaluating teachers.
2. All observations of the work performance of a teacher leading to a formal observation report will be conducted in person by certified administrators employed by the school district.
3. All observations leading to a formal evaluation report will be a minimum of thirty (30) consecutive minutes in length.
4. Prior to the first formal observation, the administrator will clearly explain to each probationary teacher all evaluating procedures, criteria, and evaluation forms. The probationary teacher will receive copies of these aforementioned materials during the meeting. Attendance at this meeting will be formally documented.
5. Each year all probationary teachers will receive a minimum of three (3) classroom observations resulting in formal evaluation reports. A minimum of one will be by the principal. The administrator(s) will space formal observations over the school year between September 15 and June 1. The first will be conducted between September 15 up to and including November 15 unless mutually agreed upon for another time.
6. All first year probationary teacher will be given at least two (2) school days' notice of an observation unless agreed to by both parties.

7. There will be a post observation conference with the administrator within five (5) school days of the observation. Recommendations for improvement will be documented.
8. Teachers in their last year of probation will be notified in writing of a Superintendent's denial of tenure no later than sixty (60) days before the end of the probationary term.
9. All other probationary teachers will be given written notice before May 15 as to the board's intent to continue or terminate employment.
10. Tenured teachers' one (1) formal classroom observation will be completed between September 15 and June 1 unless mutually agreed upon for another time.
11. Teachers will have the right to preview and attach a response to any material prior to its placement in their professional folder.

ARTICLE XVI – LABOR MANAGEMENT COMMITTEE

1. There is hereby established a Labor-Management Committee to consider matters of mutual concern to the District and the Association.
2. The Labor-Management Committee shall be composed of six members, three of whom shall be designated by the Superintendent of Schools and three by the President of the Association.
3. The Labor-Management Committee shall meet at agreed upon dates and times to address issues of mutual concern.
4. The Committee shall develop rules and guidelines regarding operating procedures, submission of agenda items and reporting of minutes to the respective parties.
5. No understanding entered into by the Committee shall supersede or be inconsistent with the terms of this Collective Bargaining Agreement.

ARTICLE XVII – LEGAL DISCLAIMER AND DURATION OF AGREEMENT

1. It is agreed by and between the parties that any provision of this Agreement requiring Legislative Action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate Legislative body has given approval.
2. This contract shall be effective as of July 1, 2003 and shall continue in effect through June 30, 2006. If agreement of a new contract has not been reached by the deadline date, this contract remains in effect while the negotiating process is on-going and the new contract will be retroactive to the expiration date of the old one.

GERMANTOWN CENTRAL SCHOOL
DISTRICT

By: _____

Date: _____

GERMANTOWN TEACHERS'
ASSOCIATION

By: _____

Date: _____

By: _____

Date: _____

